

TO HAVE AND TO HOLD the said lot or lots of ground with improvements and any other property and rights described above (all of which is hereinafter called the said property) unto Trustees and their successors and assigns, in fee simple.

IN TRUST, NEVERTHELESS, to permit Borrower to have possession of the said property and the rents and profits thereof until default in any of the covenants or conditions of this Deed of Trust or the Notes, but not hereafter; and to release and reconvey or partially release and reconvey the said property unto Borrower, at Borrower's cost, at any time before the conveyance to the holder or the sale hereinafter provided for, upon the full or partial payment, as the case may be, of the Notes with interest and any other sums owing to the holders of the Notes including moneys advanced, costs, charges, expenses, commission and half-commissions;

But upon a default in the payment of any indebtedness hereby secured or in the performance of any of the covenants and conditions of this Deed of Trust or the Notes, provided Borrower is given thirty (30) days' written notice of any such default and has not proceeded to cure such default, Trustees shall have the power and duty, at the option and written direction of the Holders of the Notes to either (a) convey the said property to the Holders of the Notes in cancellation of any remaining indebtedness but without further consideration, it being expressly agreed by the Borrower that the consideration given to Borrower for this remedy is the exculpatory provision in paragraph 5 herein, or (b) to sell, and in case of default of any purchaser to resell, the said property at public auction, either as an entirety or in such separate parcels, on such terms, as Trustees may deem advisable, provided Trustees shall have given notice of the time, place and terms of such sale by advertisement in some newspaper published in Frederick County for at least once in each week for 3 successive